

1 Marco Gonzalez (SBN #190832)

2 Livia Borak (SBN #259434)

3 COAST LAW GROUP LLP

4 1140 South Coast Highway 101

5 Encinitas, California 92024

6 Tel: 760.942.8505

7 Fax: 760.942.8515

8 Attorneys for Plaintiff

9 COASTAL ENVIRONMENTAL RIGHTS FOUNDATION

10 Matt O'Malley (SBN # 272802)

11 SAN DIEGO COASTKEEPER

12 2825 Dewey Rd, Suite 200

13 San Diego, California 92117

14 Tel: 619.758.7743

15 Email: [matt@sdcoastkeeper.org](mailto:matt@sdcoastkeeper.org)

16 Attorneys for Plaintiff

17 SAN DIEGO COASTKEEPER

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

29 SAN DIEGO COASTKEEPER, a California non-  
30 profit corporation, COASTAL  
31 ENVIRONMENTAL RIGHTS FOUNDATION, a  
32 California non-profit corporation,

33 Plaintiffs,

34 vs.

35 PRECISION METAL PRODUCTS, Inc., a  
36 Delaware corporation;

37 Defendant,

**Civil Case No. 3:16-cv-02080-W-BGS**

**[PROPOSED] CONSENT DECREE**

**(Federal Water Pollution Control Act,  
33 U.S.C. §§ 1251 *et seq.*)**

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The following Consent Decree is entered into by and between San Diego Coastkeeper (“Coastkeeper”) and Coastal Environmental Rights Foundation (“CERF”) (collectively, “Plaintiffs”) and Precision Metal Products, Inc. (“PMP”). The entities entering into this Consent Decree are each an individual “Settling Party” and collectively the “Settling Parties.”

6                   **WHEREAS**, Coastkeeper is a 501(c)(3) non-profit public benefit corporation organized under the  
7 laws of the State of California, with its main office in San Diego, California;

8       **WHEREAS**, Coastkeeper is dedicated to the preservation, protection, and defense of the rivers,  
9       creeks, and coastal waters of San Diego County from all sources of pollution and degradation;

0       **WHEREAS**, CERF is a non-profit organization founded by surfers in North San Diego County  
1 and active throughout California's coastal communities;

2       **WHEREAS**, CERF was established to aggressively advocate, including through litigation, for the  
3 protection and enhancement of coastal natural resources and the quality of life for coastal residents, and  
4 one of CERF's primary areas of advocacy is water quality protection and enhancement;

5           **WHEREAS**, Precision Metal Products, Inc. is the owner and operator of an iron, steel, and  
6 nonferrous metals forging facility located at 850 West Bradley Avenue, El Cajon, California 92020,  
7 hereinafter referred to by the Settling Parties as the “PMP Facility;”

8       **WHEREAS**, Plaintiffs' members live and/or recreate in and around waters which Plaintiffs'  
9       members allege receive discharges from the PMP Facility, including specifically Forester Creek, the San  
0       Diego River, and eventually the Pacific Ocean;

1       **WHEREAS**, the discharges from the PMP Facility are regulated by the National Pollutant  
2 Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources  
3 Control Board] Water Quality Order No. 92-12-DWQ, as amended by Order No. 97-03-DWQ (“1997  
4 Storm Water Permit”), and as amended by Order No. 2014-0057-DWQ (“2014 Storm Water Permit”),  
5 and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* (“Clean Water Act” or “CWA”);

6       **WHEREAS**, on February 29, 2016 Plaintiffs sent PMP, the United States Environmental  
7       Protection Agency (“EPA”), EPA Region IX, the State Water Resources Control Board (“State Board”),  
8       and the San Diego Regional Water Quality Control Board (“Regional Board”) a notice of intent to file

1 suit ("Notice Letter") under Sections 505(a) and (b) of the Clean Water Act, 33 U.S.C. §§ 1365(a) and  
2 (b). The Notice Letter alleged violations of Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311(a),  
3 and violations of the 1997 Storm Water Permit at the PMP Facility;

4 **WHEREAS**, on August 17, 2016 Plaintiffs filed a complaint against PMP in the United States  
5 District Court, Southern District of California (Case No.), alleging violations of Section 301(a) of the  
6 Clean Water Act, 33 U.S.C. § 1311(a), and violations of the Storm Water Permit at the PMP Facility  
7 ("Complaint");

8 **WHEREAS**, Plaintiffs allege PMP to be in violation of the substantive and procedural  
9 requirements of the 1997 Storm Water Permit, the 2014 Storm Water Permit, and the Clean Water Act  
10 with respect to the PMP Facility;

11 **WHEREAS**, PMP denies all allegations in the Notice Letter and Complaint relating to the PMP  
12 Facility;

13 **WHEREAS**, Plaintiffs and PMP have agreed that it is in the Settling Parties' mutual interest to  
14 enter into a Consent Decree setting forth terms and conditions appropriate to resolving the allegations set  
15 forth in the Complaint without further proceedings;

16 **WHEREAS**, all actions taken by PMP pursuant to this Consent Decree shall be made in  
17 compliance with all applicable federal and state laws and local rules and regulations.

18 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTling**  
19 **PARTIES AND ORDERED AND DECREED BY THE COURT AS FOLLOWS:**

20 1. The Court has jurisdiction over the subject matter of this action pursuant to Section 505(a)  
21 of the Clean Water Act, 33 U.S.C. § 1365(a);

22 2. Venue is appropriate in the Southern District of California pursuant to Section 505(c)(1)  
23 of the Clean Water Act, 33 U.S.C. § 1365(c)(1), because the PMP Facility is located within this District;

24 3. The Complaint states claims upon which relief may be granted pursuant to Section  
25 505(a)(1) of the Clean Water Act, 33 U.S.C. § 1365(a)(1);

26 4. Plaintiffs have standing to bring this action;

27 5. The Court shall retain jurisdiction over this matter for purposes of enforcing the terms of  
28 this Consent Decree for the life of the Consent Decree, or as long thereafter as is necessary for the Court

1 to resolve any motion to enforce this Consent Decree.

2 **I. OBJECTIVES**

3 It is the express purpose of the Settling Parties entering into this Consent Decree to further the  
4 objectives set forth in the Clean Water Act, 33 U.S.C. §§ 1251, et seq., and to resolve those issues alleged  
5 by Plaintiffs in their Complaint. In light of these objectives and as set forth fully below, PMP agrees to  
6 comply with the provisions of this Consent Decree and to comply with the requirements of the 2014 Storm  
7 Water Permit and all applicable provisions of the Clean Water Act. Specifically, PMP agrees to comply  
8 with Receiving Water Limitation VI.A. in the 2014 Storm Water Permit which requires that PMP “shall  
9 ensure that industrial storm water discharges and authorized Non-Storm Water Discharges (“NSWDs”)  
10 do not cause or contribute to the exceedance of any applicable water quality standards in any affected  
11 receiving water,” and Effluent Limitation V.A. of the 2014 Storm Water Permit which requires that PMP  
12 “shall implement Best Management Practices (“BMPs”) that comply with the BAT/BCT requirements of  
13 the [2014 Storm Water Permit] to reduce or prevent discharges of pollutants in [PMP’s] storm water  
14 discharge in a manner that reflects best industry practice considering technological availability and  
15 economic practicability and achievability.” PMP shall develop and implement BMPs necessary to achieve  
16 compliance with BAT/BCT standards and with the applicable water quality standards as those terms are  
17 defined by the 2014 Storm Water Permit.

18 **II. AGENCY REVIEW AND TERM OF CONSENT DECREE**

19 A. Plaintiffs shall submit this Consent Decree to the United States Department of Justice and the EPA  
20 (collectively “Federal Agencies”) within three (3) days of the final signature of the Settling Parties for  
21 agency review consistent with 40 C.F.R. § 135.5. The agency review period expires forty-five (45) days  
22 after receipt by both agencies, as evidenced by written acknowledgement of receipt by the agencies or the  
23 certified return receipts, copies of which shall be provided to PMP if requested. In the event that the  
24 Federal Agencies object to entry of this Consent Decree, the Settling Parties agree to meet and confer to  
25 attempt to resolve the issue(s) raised by the Federal Agencies within a reasonable amount of time.

26 B. The term “Effective Date” as used in this Consent Decree shall mean the day the Court enters this  
27 Consent Decree.

28 C. This Consent Decree shall terminate three years after the Effective Date (“Termination Date”),



1 unless there is a prior ongoing, unresolved dispute regarding PMP's compliance with this Consent Decree.

2 **D.** Coastkeeper and CERF may conduct an inspection of the PMP Facility up to forty-five (45) days  
3 prior to the Termination Date. The inspection shall be conducted according to the rules applicable to  
4 annual site inspections described below.

5 **III. POLLUTION CONTROL REQUIREMENTS**

6 **A. Storm Water Pollution Reduction Measures**

7 **1.** The storm water pollution control measures required by this Consent Decree shall be  
8 designed and operated to manage storm water discharges, through full compliance with the 2014  
9 Storm Water Permit.

10 **2.** Commencing July 1, 2016 through June 30, 2017, PMP shall engage in the following  
11 activities to achieve compliance with the Permit and this Consent Decree:

12 **(a)** PMP will appoint a Qualified Industrial Storm Water Practitioner ("QISP") by July 1, 2016.

13 **(b)** Level 1 ERA Evaluations – By September 15, 2016, PMP shall:

14 **(i)** Complete an evaluation, with the assistance of a QISP, of the industrial pollutant  
15 sources at the facility that are or may be related to the exceedance(s) of numeric  
16 effluent limits set forth in this Consent Decree; and

17 **(ii)** Identify in the evaluation the corresponding BMPs in the SWPPP and any  
18 additional BMPs and Storm Water Pollution Prevention Plan ("SWPPP") revisions  
19 necessary to prevent future exceedances of numeric effluent limits set forth in this  
20 Consent Decree and to comply with the requirements of the IGP.

21 **(iii)** Level 1 Action Plan and ERA Report – Based upon the above evaluation, PMP  
22 shall, as soon as practicable, but no later than October 1, 2016:

23 **a)** Revise the SWPPP as necessary and implement any additional BMPs identified  
24 in the evaluation.

25 **b)** Certify and submit to Plaintiffs, the Court and the San Diego Regional Water  
26 Quality Control Board ("RWQCB") via SMARTS a Level 1 Action Plan/ERA  
27 Report prepared by a QISP that includes the following:

28 **1)** A summary of the Level 1 ERA Evaluation required in Section III.A.2(b)(i)

1                   above; and

2                   2) A detailed description of the SWPPP revisions and any additional BMPs for  
3                   each parameter that exceeded a numeric limit set forth in this Consent  
4                   Decree.

5                   c) Certify and submit to Plaintiffs, the Court and the RWQCB via SMARTS the  
6                   QISP's identification number, name, and contact information (telephone  
7                   number, e-mail address).

8           3.       In addition to the activities described in Sections III.A.2(a) and (b) above, PMP will assure  
9           the incorporation of the following BMPs, as more fully described in PMP's SWPPP, that shall be  
10          implemented at the industrial drainages at the PMP Facility, the boundaries of which are outlined  
11          on the PMP Facility Site Map. The Parties agree that the SWPPP may be modified from time to  
12          time as more fully described in this Consent Decree. In the event of a modification to the SWPPP  
13          or Facility Site Map, PMP will provide a copy of the revised exhibits on Plaintiffs, the Court in  
14          the manner described herein, and the RWQCB via SMARTs.

15          (a)       **Non-Structural BMPs**

16                  (i)       **Good Housekeeping**

- 17                   a) Observe and maintain industrial activity outdoor areas;  
18                   b) Minimize or prevent material tracking offsite;  
19                   c) Minimize dust generated by industrial activities;  
20                   d) Cleanup areas affected by rinse and wash water;  
21                   e) Cover stored industrial materials that can be readily mobilized by contact with  
22                   storm water;  
23                   f) Contain stored non-solid industrial materials or wastes;  
24                   g) Prevent improper disposal of rinse/wash waters; and  
25                   h) Minimize flows of offsite storm water and NSWDS into material handling areas.

26                  (ii)       **Maintenance**

- 27                   a) Identify industrial equipment and systems that may leak;  
28                   b) Observe the equipment and systems to detect leaks and identify conditions that

may result in the development of leaks;

c) Establish a schedule for maintenance of identified equipment and systems; and

d) Establish procedures for maintenance and repair of equipment and systems.

**(iii) Spill Prevention and Response Procedures**

a) Establish procedures and/or controls to minimize spills and leaks;

b) Develop and implement spill and leak response procedures to prevent industrial materials from being discharged;

c) Clean up spills and leaks promptly;

d) Identify and describe needed spill and leak response equipment; and

e) Train storm water team in appropriate spill response.

**(iv) Material Handling and Waste Management**

a) Prevent outside handling of industrial materials or wastes that can be readily mobilized by contact with storm water during a storm event;

b) Contain all stored non-solid industrial materials or wastes that can be transported or dispersed by the wind or contact with storm water;

c) Cover industrial waste disposal containers and industrial material storage containers that contain industrial materials when not in use;

d) Divert run-on and storm water generated from the facility within the facility away from all stockpiled materials;

e) Clean all spills of industrial materials or wastes;

f) Observe and clean any outdoor material or waste handling equipment or containers that can be contaminated by contact with industrial materials or wastes.

**(v) Erosion and Sediment Controls**

a) Implement effective wind erosion controls;

b) Provide effective stabilization for inactive areas, finished slopes, and other areas prior to a forecasted storm event based on the closest National Oceanic and Atmospheric Administration ("NOAA") weather station.;

- c) Maintain effective perimeter controls and stabilize site entrances;
- d) Divert run-on and storm water generated from within the facility away from erodible materials; and
- e) Properly design and maintain sediment basins.

(vi) **Employee Training.** PMP's QISP will provide sufficient training to the appropriate team members assigned to perform activities required by this Consent Decree including:

- a) Preparing or acquiring training manuals;
- b) Identifying which personnel need to be trained;
- c) Providing a training schedule; and
- d) Maintaining training documentation.

(vii) **Quality Assurance and Record Keeping**

- a) Develop and implement management procedures to ensure implementation of plans;
- b) Develop a method of tracking and recording program implementation; and
- c) Maintain implementation records (i.e., BMP deployment records, employee training logs, spill occurrence and clean-up records).

(b) **Structural BMPs**

(i) **Minimize Exposure**

(ii) **Management of Runoff**

(iii) **Non-Storm Water Discharges (NSWDs)**

- a) Reduce or prevent the contact of authorized NSWDs with materials or equipment that are potential sources of pollutants;
- b) Reduce, to the extent practicable, the flow or volume of authorized NSWDs;
- c) Ensure that authorized NSWDs do not contain quantities of pollutants that cause or contribute to an exceedance of water quality standards ("WQS") as set forth in the RWQCB Basin Plan; and
- d) Reduce or prevent discharges of pollutants in authorized NSWDs in a manner



that reflects best industry practice considering technological availability and economic practicability and achievability.

**(iv) Waste, Garbage, and Floatable Debris**

- a) Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage, or by composting. Do not dispose of collected vegetation into waterways or storm drainage systems; and
- b) Waste receptacles exposed to storm water shall be tightly closed or otherwise covered when not in use.

**B. Numeric Limits**

Numeric Limits for Discharges from PMP Facility. Storm water discharged from the PMP Facility shall not contain pollutants above the levels set forth in Table 1.

**Table 1: Numeric Limits for Discharges**

Pollutant	Limit	Test Method
Total Suspended Solids	100 mg/L	SM-2540-D
Total Recoverable Zinc	0.12 mg/L <sup>1</sup>	EPA-200.8
Oil and Grease	15 mg/L	EPA-1664A
Total Recoverable Aluminum	0.750 mg/L	EPA-200.8
Total Recoverable Iron	1.0 mg/L	EPA-200.8
Chemical Oxygen Demand	120 mg/L	SM 5220C
pH	6-9 units	Per IGP Section XI.C.2
Nitrate + Nitrate Nitrogen	0.68 mg/L	SM 4500-NO3-E

**C. Action Plan**

**1. Level 2 Action Plan for Table 1 Exceedances.** If PMP's monitoring reveals an exceedance of the numeric limits specified in Table 1 for any one constituent after October 1, 2016, PMP shall certify and submit a Level 2 Action Plan to Plaintiff, the Court, and the RWQCB via SMARTS for reducing the level of pollutant to Table 1 Limits ("Level 2 Action Plan"). The Level 2 Action Plan for the PMP Facility shall be prepared by a QISP and must be submitted to Plaintiffs within thirty (30) days of PMP's receipt of sampling data showing the exceedance of the

<sup>1</sup> Or as adjusted based on California Toxic Rule hardness provisions.

limit for the same Pollutant listed in Table 1 Limits.

**2. Level 2 Action Plan Requirements.** Each Level 2 Action Plan submitted shall be prepared by a QISP and include at a minimum:

(a) The identification of the contaminant(s) discharged in excess of the numeric value(s) in Table 1;

(b) An assessment of the source of each contaminant discharged in excess of the numeric value(s) in Table 1 and the extent to which those contaminants are associated with industrial activities;

(c) For contaminants associated with industrial activities, the identification of additional BMPs that shall be implemented to achieve compliance with the Table 1 Limit(s), as well as the design plans and calculations of these additional BMPs, or, in the alternative, an evaluation of any additional BMPs that would reduce or prevent an exceedance, estimated costs of the additional BMPs evaluated, an analysis demonstrating that the additional BMPs needed to prevent the exceedance are not BAT/BCT and are not required to ensure discharges do not cause or contribute to violations of water quality standards, and an analysis describing the basis for the selection of BMPs implemented in lieu of the additional BMPs evaluated but not implemented; and

(d) **Implementation Schedule.** The time schedules for implementation of the proposed BMPs are:

(i) **Non-Structural BMPs.** The time schedule(s) for implementation shall ensure that all Non Structural BMPs are implemented as soon as possible, but in no case later than three (3) months after the exceedance of the limit for the same Pollutant listed in of Table 1 Limits, provided however that PMP may have a single time extension for up to three (3) months with the submission of the following information with the Level 2 Action Plan:

a) An explanation of why it would be infeasible to implement the Non-Structural BMPs in the Level 2 Action Plan within three (3) months after the exceedance of the limit for the Pollutant listed in of Table 1 Limits despite the exercise of

1 due diligence and good faith effort;

2 b) A schedule and detailed description of the necessary tasks to be performed; and

3 c) A description of any additional temporary Non-Structural BMPs that will be  
4 implemented while permanent BMPs are being constructed.

5 (ii) **Structural BMPs.** The time schedule(s) for implementation shall ensure that all  
6 Structural BMPs are implemented as soon as possible, but in no case later than six  
7 (6) months after the exceedance of the limit for the same Pollutant listed in of Table  
8 1 Limits, provided however that PMP may have a single time extension for up to  
9 six (6) months with the submission of the following information with the Level 2  
10 Action Plan:

11 a) An explanation of why it would be infeasible to implement the Structural BMPs  
12 in the Level 2 Action Plan within six (6) months after the exceedance of the  
13 limit for the Pollutant listed in of Table 1 Limits despite the exercise of due  
14 diligence and good faith effort;

15 b) A schedule and detailed description of the necessary tasks to be performed; and

16 c) A description of any additional temporary Structural BMPs that will be  
17 implemented while permanent BMPs are being constructed.

18 **3. Level 2 Action Plan Review.** Plaintiffs shall have thirty (30) days upon receipt of a Level  
19 2 Action Plan to provide PMP with one joint set of comments. Within fourteen (14) days from the  
20 date Plaintiffs comment on the Level 2 Action Plan, PMP shall provide Plaintiffs with a written  
21 explanation prepared by a QISP if PMP refuses to integrate any of Plaintiffs' comments into the  
22 applicable Level 2 Action Plan. Any disputes as to the adequacy of any Level 2 Action Plan shall  
23 be resolved pursuant to the dispute resolution provisions of this Consent Decree.

24 **4.** PMP shall diligently file and pursue all required local agency applications for permits  
25 and/or approvals for the BMPs included in any Level 2 Action Plan. PMP shall further diligently  
26 pursue the procurement of contractors, labor, and materials to complete all such BMPs by the  
27 deadline for implementing the Level 2 Action Plan set in Paragraph 2 described above, and shall  
28 use commercially reasonable efforts to meet these deadlines.

1 **D. Sampling and Analysis**

2 1. PMP shall install a recording rain gauge capable of recording rainfall to 0.1 inches at the  
3 PMP Facility within thirty (30) days of the date this Consent Judgment is entered by the Court (the  
4 “Effective Date”). PMP shall maintain the recording rain gauge in accordance with the  
5 manufacturers’ recommendations, maintain records of all maintenance and rain data, and provide  
6 such rain gauge data to Plaintiffs with PMP’s Monitoring Report described in F below for the term  
7 of this Consent Decree.

8 2. By October 1, 2016, PMP shall develop a plan for monitoring all storm water and non-  
9 storm water discharges from the PMP facility that meets the requirements of this Consent Decree  
10 and Section XI of the Permit, and incorporate same into its SWPPP.

11 3. During the life of this Consent Decree, PMP shall collect samples of any Qualifying Storm  
12 Event (“QSE”) from industrial areas at the PMP Facility in conformity with its Monitoring Plan.  
13 For purposes of this Consent Decree, this includes any storm water discharge occurring during the  
14 PMP Facility’s operating hours or, for storm water stored onsite prior to discharge, whenever storm  
15 water is released off site, whether during operating hours or not. Should PMP demonstrate full  
16 compliance with all of the discharge limitations in Table 1 for four (4) consecutive QSEs, PMP  
17 may reduce sampling in compliance with XI.C.7. of the Permit, except under no circumstances  
18 shall PMP be permitted to collect samples from less than two (2) QSEs per wet season unless two  
19 QSEs do not occur in a particular wet season.

20 4. PMP shall comply with the analytical methods as required by Section XI.B of the Permit  
21 as more fully described in the Monitoring Plan.

22 5. PMP shall request that results of all sample analyses required by this Consent Decree be  
23 reported to it within fifteen (15) days of laboratory receipt of the sample.

24 6. PMP shall provide the complete laboratory results of all samples collected as required by  
25 this Consent Decree to Plaintiffs concurrently with the posting of same on SMARTS or no later  
26 than fifteen (15) days from receipt of the sample results from the laboratory, whichever is sooner.

27 **E. Visual Observations.** During the life of this Consent Decree, PMP shall conduct and document  
28 visual observations pursuant to Section XI.A of the Permit and as more fully described in the PMP

1 SWPPP.

2 **F. Monitoring and Reporting Program Revisions**

3 **1.** PMP shall submit a written report to Plaintiffs no later than June 15, 2017 that contains the  
4 following information:

5 (a) A review of all sampling, visual observations, and inspection records conducted during the  
6 previous reporting year;

7 (b) An inspection of all areas of industrial activity and associated potential pollutant sources  
8 for evidence of, or the potential for, pollutants entering the storm water conveyance system;

9 (c) An inspection of all drainage areas previously identified as having no exposure to industrial  
10 activities and materials in accordance with the definitions in Section XVII of the Permit;

11 (d) An inspection of equipment needed to implement the BMPs identified in the SWPPP;

12 (e) An inspection of any structural BMPs identified in the SWPPP;

13 (f) A review and effectiveness assessment of all BMPs identified in the SWPPP for each area  
14 of industrial activity and associated potential pollutant sources to determine if the BMPs  
15 are properly designed, implemented, and are effective in reducing and preventing  
16 pollutants in industrial storm water discharges and authorized NSWDS;

17 (g) A Compliance Checklist that indicates whether PMP complies with and has addressed all  
18 applicable requirements of the Permit;

19 (h) An explanation for any non-compliance of requirements within the reporting year, as  
20 indicated in the Compliance Checklist;

21 (i) An identification, including page numbers and/or sections, of all revisions made to the  
22 SWPPP within the reporting year;

23 (j) The date(s) of the Annual Evaluation; and

24 (k) An appendix including the following information:

25 (i) All rain gauge data for the Wet Season; and

26 (ii) Records of all storm water samples collected at the PMP Facility for QSEs.

27 **2.** By October 1, 2016, or forty-five (45) days after the Effective Date, whichever is later,  
28 PMP shall revise its Monitoring Plan for the PMP Facility to incorporate all sampling, analysis,



1 observation, and reporting requirements of this Consent Decree and the Permit.

2 3. PMP shall submit the revisions to its Monitoring Plan for the PMP Facility to Plaintiffs for  
3 review and comment. Plaintiffs shall provide comments, if any, to PMP within thirty (30) days of  
4 receipt of the Monitoring Plan. PMP shall incorporate Plaintiffs' comments into the Monitoring  
5 Plan, or shall justify in a writing prepared by a QISP why any comment is not incorporated within  
6 fifteen (15) days of receiving comments. Any disputes over the adequacy of the revised Monitoring  
7 Plan shall be resolved pursuant to the dispute resolution provisions of this Consent Decree, set out  
8 in Section VI below.

9 **G. Storm Water Pollution Prevention Plan Revisions**

10 1. By October 1, 2016, or forty-five (45) days after the Effective Date, whichever is later,  
11 PMP shall revise the SWPPP for the PMP Facility to include all BMPs required by the Consent  
12 Decree and comply with all provisions of the Permit.

13 2. PMP shall submit the revised SWPPP to Plaintiffs for review and comment. Plaintiffs shall  
14 provide comments, if any, to PMP within sixty (60) days of receipt of the SWPPP. PMP shall  
15 incorporate Plaintiffs' comments into the SWPPP, or shall justify in a writing prepared by a QISP  
16 why any comment is not incorporated within fifteen (15) days of receiving comments. Any  
17 disputes as to the adequacy of the revised SWPPP shall be resolved pursuant to the dispute  
18 resolution provisions of this Consent Decree, set out in Section VI below.

19 3. PMP shall engage a QISP to revise the SWPPP for the PMP Facility if there are any  
20 changes in the PMP Facility's operations, including, but not limited to, changes to storm water  
21 discharge point(s) or revisions and/or additions to the BMPs implemented pursuant to any Level  
22 2 Action Plan. PMP shall submit any SWPPP revisions made pursuant to the requirements of this  
23 paragraph to Plaintiffs for review and comment within ten (10) days of the SWPPP revision.  
24 Plaintiffs will provide comments, if any, to PMP within thirty (30) days of receipt of such revised  
25 SWPPP. PMP shall incorporate Plaintiffs' comments into any revised SWPPP, or shall justify in  
26 a writing as to why any comment is not incorporated within thirty (30) days of receiving comments.  
27 Any disputes as to the adequacy of the revised SWPPP shall be resolved pursuant to the dispute  
28 resolution provisions of this Consent Decree, set out in Section VI below.

1 **H. Employee Training**

2 **1.** In addition to Section III.A.(3)(a)(vi) above, within thirty (30) days of the Effective Date  
3 of this Consent Decree, PMP shall develop and implement a training program, in compliance with  
4 Section X.H.1.f., X.H.1.g., and IX of the Permit ("Training Program"). At a minimum the Training  
5 Program shall include at least the following:

6 (a) **Language.** PMP shall conduct the Training Program in the language or languages in which  
7 all employees participating in the Training Program are fluent.

8 (b) **Non-Storm Water Discharges.** PMP shall train all designated employees on the Storm  
9 Water Permit's prohibition of NSWDS, so that employees know what non-storm water  
10 discharges are, that NSWDS can result from improper surface washing or dust control  
11 methods, and how to detect and prevent non-storm water discharges to ensure compliance  
12 with this Consent Decree and the Permit.

13 (c) **BMPs.** PMP shall train all designated employees on BMP implementation and  
14 maintenance to ensure that BMPs are implemented effectively to prevent the exposure of  
15 pollutants to storm water, to prevent the discharge of contaminated storm water, and to  
16 ensure the proper treatment of storm water at the PMP Facility.

17 (d) **Storm Water Sampling.** PMP shall designate an adequate number of employees necessary  
18 to collect storm water samples from each discharge location as required by this Consent  
19 Decree. The training shall include the proper sampling protocols, including chain of  
20 custody requirements, to ensure storm water samples are properly collected, stored, and  
21 submitted to a certified laboratory.

22 (e) **Visual Observation Training.** PMP shall provide training to all designated employees at  
23 the PMP Facility regarding visual observations pursuant to this Consent Decree and the  
24 Permit.

25 **2.** Training shall be provided by a QISP who is familiar with the requirements of this Consent  
26 Decree and the Permit. The training shall be repeated annually, or as necessary to ensure that all  
27 such employees are familiar with the requirements of this Consent Decree, the Permit, and the  
28 PMP Facility's SWPPP. All new designated staff shall receive this training before assuming

responsibilities for implementing the PMP Facility's SWPPP or Monitoring Plan.

3. PMP shall maintain training records to document compliance with this Section, and shall provide Plaintiffs with a copy of these records in its annual monitoring and reporting document described above.

#### **IV. MONITORING AND REPORTING**

##### **A. Site Inspections**

1. Every year during the life of this Consent Decree, up to three (3) of Plaintiffs' representatives may conduct one (1) Wet Season site inspection and one (1) Dry Season (June 1 – September 30) site inspection of the PMP Facility. The site inspections shall occur during normal business hours. Plaintiffs shall provide PMP and PMP's counsel of record with twenty-four (24) hours' notice (weekends and holidays excluded) prior to each Wet Season site inspection, and forty-eight (48) hours' notice (weekends and holidays excluded) prior to each Dry Season site inspection. Notice shall be provided by telephone and electronic mail, and shall state the names of all persons that Plaintiffs will bring to the inspection. Plaintiffs' representatives shall, prior to entering the premises, provide proof of U.S. Citizenship as well as verification that he or she is not an agent of a foreign power. Due to the potentially sensitive and classified nature of PMP's activities at the Facility, any person conducting an inspection pursuant to this provision or any other provision of this Consent Decree must be a citizen of the United States or legal immigrant holding a valid green card and may be required to obtain additional clearance in order to protect national security interests. The Settling Parties, in good faith, will make reasonable efforts to accommodate such national security interests. In the event additional clearance is necessary, and Plaintiffs' representatives are unable to receive such clearance, Plaintiffs shall conduct a site visit of all Facility areas for which they have been given clearance.

2. During the site inspections, Plaintiffs and their designated representatives shall be allowed access to the PMP Facility's SWPPP(s), M&RP, and all other monitoring records, reports, and sampling data for the PMP Facility.

3. During the site inspections, Plaintiffs and their designated representatives may collect storm water samples at the PMP Facility.

1 **B. Compliance Monitoring and Oversight.** PMP shall pay a total of Ten Thousand Dollars  
2 (\$10,000.00) to compensate Plaintiffs for costs and fees to be incurred for monitoring PMP's compliance  
3 with this Consent Decree. Payment shall be made within five (5) business days of the Effective Date  
4 payable to "San Diego Coastkeeper" via U.S. Mail.

5 **C. Action Plan Payment.** PMP shall pay Five Thousand Dollars (\$5,000.00) each time an Action  
6 Plan is submitted to Plaintiffs. Payments shall be submitted simultaneously with the submittal of the  
7 Action Plan. Payments shall be made payable to "San Diego Coastkeeper" via U.S. Mail.

8 **D. PMP Document Provision.** During the life of this Consent Decree, PMP shall copy Plaintiffs on  
9 all documents related to storm water quality at the PMP Facility that are submitted to the Regional Board,  
10 the State Board, and/or any state or local agency, county, or municipality. Such reports and documents  
11 shall be provided to Plaintiffs on the date they are sent to the agencies, counties, and/or municipalities.  
12 Any correspondence related to PMP's compliance with the Permit or storm water quality received by PMP  
13 from any regulatory agency, state or local agency, county, or municipality shall be provided to Plaintiffs  
14 within ten (10) days of receipt by PMP. Provided, however, that this Consent Decree shall not require  
15 PMP to require PMP to disclose any information subject to the provisions of the Homeland Security Act  
16 and all other federal law that concerns security in the United States, as applicable. Nor shall PMP be  
17 required to disclose any information or documents subject to the Attorney Client Privilege or the Attorney  
18 Work Product doctrine.

19 **V. ENVIRONMENTAL PROJECT, REIMBURSEMENT OF LITIGATION FEES AND COSTS,**  
20 **AND STIPULATED PAYMENT PROVISIONS**

21 **A. Environmental Project.** To remediate the alleged environmental harms resulting from non-  
22 compliance with the Storm Water Permit alleged in the Complaint, PMP agrees to make a payment of Ten  
23 Thousand Dollars (\$10,000.00) to the San Diego Audubon Society for the implementation of the project  
24 described in the proposal attached hereto as Exhibit A. The payments shall be made within five (5) days  
25 of the Effective Date payable to San Diego Audubon Society, 4010 Morena Blvd, San Diego, California  
26 92117.

27 **B. Reimbursement of Attorneys' Fees and Costs.** PMP shall pay a total of Twenty Thousand  
28 Dollars (\$20,000.00) to Coastkeeper and Coast Law Group to fully reimburse CERF and Coastkeeper for

1 their investigation fees and costs, expert/consultant fees and costs, and reasonable attorneys' fees incurred  
2 as a result of investigating and preparing the lawsuit and negotiating this Consent Decree. Payment shall  
3 be made to "Coast Law Group, LLP" and delivered to Coast Law Group, LLP, Attn: Livia Borak, 1140  
4 South Coast Highway 101, Encinitas CA, 92024 within five (5) business days of the Effective Date.

5 **C. Stipulated Payment; Significant Deadline.**

6 1. PMP shall make a remediation payment of One Thousand Five Hundred Dollars (\$1,500)  
7 for each Significant Deadline included in this Consent Decree. For purposes of this Section, the  
8 following deadlines of the Consent Decree are considered Significant Deadlines:

- 9 (a) Section V.A: Environmental Project payable to San Diego Audubon Society in the amount  
10 of Ten Thousand Dollars (\$10,000.00);  
11 (b) Section V.B: Reimbursement of Attorney's Fees and Costs payable to Coast Law Group,  
12 LLP in the amount of Twenty Thousand Dollars (\$20,000.00);  
13 (c) Section IV.B: Compliance Monitoring and Oversight payable to San Diego Coastkeeper in  
14 the amount of Ten Thousand Dollars (\$10,000.00);  
15 (d) Section IV.C: Action Plan Payment payable to San Diego Coastkeeper in the amount of  
16 Five Thousand Dollars (\$5,000.00).  
17 (e) Section III.H: Employee Training;  
18 (f) Section III.G: Storm Water Pollution Prevent Plan Revisions;  
19 (g) Section III.F: Monitoring and Reporting Plan Revisions;  
20 (h) Section III.A.2(b)(i): Level I ERA Evaluations;  
21 (i) Section III.A.2(b)(iii): Level I Action Plan and ERA Report; and  
22 (j) Section III.A.3(a): Implementation of Non-Structural BMPs.

23 2. Payments for a missed Significant Deadline shall be made to the San Diego Audubon  
24 Society. PMP agrees to make the stipulated payment within thirty (30) days of a missed Significant  
25 Deadline. The payments shall be mailed via regular mail to the attention of Chris Redfern at San  
26 Diego Audubon Society, 4010 Morena Blvd., San Diego, California 92117. PMP shall provide  
27 Plaintiffs with a copy of each such payment at the time it is made.

28 **D. Stipulated Payment; Additional Deadlines.** Unless otherwise specified in Section V.C, PMP



1 shall make a remediation payment of Five Hundred Dollars (\$500) for each missed Additional Deadline  
2 in this Consent Decree. PMP shall have thirty (30) days to cure any missed Additional Deadline or, in the  
3 alternative, invoke the dispute resolution procedures set forth in Provision VI. Payments for a missed  
4 Additional Deadlines shall be made to the San Diego Audubon Society. PMP agrees to make the stipulated  
5 payment within thirty (30) days of a missed Additional Deadline. The payments shall be mailed via regular  
6 mail to the attention of Chris Redfern at San Diego Audubon Society, 4010 Morena Blvd, San Diego,  
7 California 92117. PMP shall provide Plaintiffs with a copy of each such payment at the time it is made.

8 **VI. DISPUTE RESOLUTION AND RETENTION OF JURISDICTION**

9 **A. Continuing Jurisdiction.** This Court shall retain jurisdiction over this matter until the Termination  
10 Date defined above for the purposes of implementing and enforcing the terms and conditions of this  
11 Consent Decree and adjudicating all disputes among the Settling Parties that may arise under the  
12 provisions of this Consent Decree, unless a Party files and is granted a timely motion requesting an  
13 extension of time for the Court to retain jurisdiction. The Court shall have the power to enforce this  
14 Consent Decree with all available legal and equitable remedies, including contempt.

15 **B. Meet and Confer.** A party to this Consent Decree shall invoke the dispute resolution procedures  
16 of this Section by notifying all other Settling Parties in writing of the matter(s) in dispute. The Settling  
17 Parties shall then meet and confer in good faith (either telephonically or in person) in an attempt to resolve  
18 the dispute informally over a period of ten (10) days from the date of the notice. The Settling Parties may  
19 elect to extend this time in an effort to resolve the dispute without court intervention.

20 **C. Dispute Resolution.** If the Settling Parties cannot resolve a dispute by the end of meet and confer  
21 informal negotiations, the party initiating the dispute resolution provision may invoke formal dispute  
22 resolution by filing a motion before the United States District Court for the Southern District of California.  
23 The Settling Parties agree to request an expedited hearing schedule on the motion if requested by any  
24 Settling Party.

25 **1. Burden of Proof.** In any dispute resolution proceeding, Defendant shall have the burden  
26 of demonstrating its BMPs meet BAT/ECIT standards as defined by the 2014 Storm Water Permit  
27 and implementing regulations and are adequate to ensure Defendant's discharges do not cause or  
28 contribute to a violation of water quality standards.

1           **2. Enforcement Fees and Costs.** Litigation costs and fees incurred in conducting a meet and  
2 confer session(s) or otherwise addressing and/or resolving any dispute, including an alleged breach  
3 of this Consent Decree, shall be awarded to the prevailing party in accordance with the standard  
4 established by § 505 of the Clean Water Act, 33 U.S.C. §§ 1365 and 1319, and case law  
5 interpreting that standard.

6 **VII. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

7 **A. Plaintiffs' Release.** Upon the Effective Date of this Consent Decree, Plaintiffs, on their own behalf  
8 and on behalf of their current and former officers, directors, employees, and each of their successors and  
9 assigns, and their agents, and other representatives release all persons including, without limitation, PMP  
10 (and each of their direct and indirect parent and subsidiary companies and affiliates, and their respective  
11 current and former officers, directors, members, employees, shareholders, and each of their predecessors,  
12 successors, and assigns, and each of their agents, attorneys, consultants, and other representatives) from  
13 and waive all claims alleged in the Notice Letter and Complaint up to the Effective Date of this Consent  
14 Decree.

15 **B. Parties' Release.** Unless specifically provided for in this Consent Decree, the Parties, on their own  
16 behalf and on behalf of their current and former officers, directors, employees, and each of their successors  
17 and assigns, and their agents, and other representatives release all persons including, without limitation,  
18 all other Parties to this Consent Decree (and each of their direct and indirect parent and subsidiary  
19 companies and affiliates, and their respective current and former officers, directors, members, employees,  
20 shareholders, and each of their predecessors, successors, and assigns, and each of their agents, attorneys,  
21 consultants, and other representatives) from any additional attorney's fees or expenses related to the  
22 resolution of this matter.

23 **C.** Nothing in this Consent Decree limits or otherwise affects any Party's right to address or take any  
24 position that it deems necessary or appropriate in any formal or informal proceeding before the State  
25 Board, Regional Board, EPA, or any other administrative body on any other matter relating to PMP's  
26 compliance with the 2014 Storm Water Permit or the Clean Water Act occurring or arising after the  
27 effective date of this Consent Decree.

28 **VIII. MISCELLANEOUS PROVISIONS**

1 **A. No Admission of Liability.** Neither this Consent Decree, the implementation of additional BMPs,  
2 nor any payment pursuant to the Consent Decree shall constitute or be construed as a finding, adjudication,  
3 admission, or acknowledgment of any fact, law, or liability, nor shall it be construed as an admission of  
4 violation of any law, rule, or regulation. PMP maintains and reserves all defenses they may have to any  
5 alleged violations that may be raised in the future.

6 **B. Construction.** The language in all parts of this Consent Decree shall be construed according to its  
7 plain and ordinary meaning, except as to those terms defined in the 2014 Storm Water Permit, the Clean  
8 Water Act, or specifically herein.

9 **C. Choice of Law.** The laws of the United States shall govern this Consent Decree.

10 **D. Severability.** In the event that any provision, paragraph, section, or sentence of this Consent  
11 Decree is held by a court to be unenforceable, the validity of the enforceable provisions shall not be  
12 adversely affected.

13 **E. Correspondence**

14 **1.** Unless specifically provided for in this Consent Decree, all notices required herein or any  
15 other correspondence pertaining to this Consent Decree shall be sent by U.S. mail or electronic  
16 mail as follows:

17 If to Plaintiff Coastkeeper:

18 San Diego Coastkeeper  
19 Attn: Matt O'Malley  
20 2825 Dewey Rd, Suite 200  
21 San Diego, CA 92117  
22 Email: [matt@sdcoastkeeper.org](mailto:matt@sdcoastkeeper.org)

23 If to Plaintiff CERF:

24 Coastal Environmental Rights Foundation  
25 Attn: Sara Kent  
26 1140 South Coast Highway 101  
27 Encinitas, CA 92024  
28 Email: [sara@cerf.org](mailto:sara@cerf.org)

With Copy to:

Coast Law Group LLP  
Attn: Livia Borak  
1140 South Coast Hwy 101

Encinitas, CA 92024  
Email: [livia@coastlawgroup.com](mailto:livia@coastlawgroup.com)

If to PMP:

Precision Metal Products, Inc.  
Attn: David Darrow  
850 W. Bradley Ave.  
El Cajon, CA 92020

With Copy to:

Opper & Varco LLP  
Attn: S. Wayne Rosenbaum, Esq.  
225 Broadway, Suite 1900  
San Diego, CA 92101  
Email: [swr@envirolawyer.com](mailto:swr@envirolawyer.com)

2. Notifications of communications shall be deemed submitted three (3) business days after having been sent via U.S. mail or the day of sending notification or communication by electronic mail. Any change of address or addresses shall be communicated in the manner described above for giving notices.

**F. Effect of Consent Decree.** Except as provided herein, Plaintiffs do not, by their consent to this Consent Decree, warrant or aver in any manner that PMP's compliance with this Consent Decree will constitute or result in compliance with any federal or state law or regulation. Nothing in this Consent Decree shall be construed to affect or limit in any way the obligation of PMP to comply with all federal, state, and local laws and regulations governing any activity required by this Consent Decree.

**G. Counterparts.** This Consent Decree may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopy, email of a .pdf signature, or facsimile copies of original signature shall be deemed to be originally executed counterparts of this Consent Decree.

**H. Modification of the Consent Decree.** This Consent Decree, and any provisions herein, may not be changed, waived, discharged, or terminated unless by a written instrument, signed by the Settling Parties. If any Settling Party wishes to modify any provision of this Consent Decree, the Settling Party must notify the other Settling Party in writing at least twenty-one (21) days prior to taking any step to implement the proposed change.

**I. Full Settlement.** This Consent Decree constitutes a full and final settlement of this matter.

**J. Integration Clause.** This is an integrated Consent Decree. This Consent Decree is intended to be

1 a full and complete statement of the terms of the agreement between the Settling Parties and expressly  
2 supersedes any and all prior oral or written agreements, covenants, representations, and warranties  
3 (express or implied) concerning the subject matter of this Consent Decree.

4 **K. Authority of Counsel.** The undersigned representatives for Plaintiffs and PMP each certify that  
5 he/she is fully authorized by the party whom he/she represents to enter into the terms and conditions of  
6 this Consent Decree.

7 **L. Authority of Parties.** The Settling Parties certify that their undersigned representatives are fully  
8 authorized to enter into this Consent Decree, to execute it on behalf of the Settling Parties, and to legally  
9 bind the Settling Parties to its terms.

10 **M.** The Settling Parties, including any successors or assigns, agree to be bound by this Consent Decree  
11 and not to contest its validity in any subsequent proceeding to implement or enforce its terms.

12 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree as of the date  
13 first set forth below.

14  
15 APPROVED AS TO CONTENT

16 Dated: 8/18/16

By: T Barham  
Name: Tracie Barham  
Title: Executive Director  
San Diego Coastkeeper

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18  
19  
20 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Coastal Environmental Rights Foundation

21  
22  
23 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
T.J. Pozda  
President & CEO  
Precision Metal Products, Inc.

24  
25  
26 APPROVED AS TO FORM

27 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Livia Borak  
Coast Law Group LLP



a full and complete statement of the terms of the agreement between the Settling Parties and expressly supersedes any and all prior oral or written agreements, covenants, representations, and warranties (express or implied) concerning the subject matter of this Consent Decree.

**K. Authority of Counsel.** The undersigned representatives for Plaintiffs and PMP each certify that he/she is fully authorized by the party whom he/she represents to enter into the terms and conditions of this Consent Decree.

**L. Authority of Parties.** The Settling Parties certify that their undersigned representatives are fully authorized to enter into this Consent Decree, to execute it on behalf of the Settling Parties, and to legally bind the Settling Parties to its terms.

**M.** The Settling Parties, including any successors or assigns, agree to be bound by this Consent Decree and not to contest its validity in any subsequent proceeding to implement or enforce its terms.

**IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree as of the date first set forth below.

APPROVED AS TO CONTENT

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

San Diego Coastkeeper

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Coastal Environmental Rights Foundation

Dated: 8/23/2016

By:  \_\_\_\_\_

DocuSigned by:  
Thomas J. Payda

President & CEO

Precision Metal Products, Inc.

APPROVED AS TO FORM

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Livia Borak

Coast Law Group LLP

1 a full and complete statement of the terms of the agreement between the Settling Parties and expressly  
2 supersedes any and all prior oral or written agreements, covenants, representations, and warranties  
3 (express or implied) concerning the subject matter of this Consent Decree.

4 **K. Authority of Counsel.** The undersigned representatives for Plaintiffs and PMP each certify that  
5 he/she is fully authorized by the party whom he/she represents to enter into the terms and conditions of  
6 this Consent Decree.

7 **L. Authority of Parties.** The Settling Parties certify that their undersigned representatives are fully  
8 authorized to enter into this Consent Decree, to execute it on behalf of the Settling Parties, and to legally  
9 bind the Settling Parties to its terms.

10 **M.** The Settling Parties, including any successors or assigns, agree to be bound by this Consent Decree  
11 and not to contest its validity in any subsequent proceeding to implement or enforce its terms.

12 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree as of the date  
13 first set forth below.

14  
15 APPROVED AS TO CONTENT

16 Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

San Diego Coastkeeper

19  
20 Dated: Aug 18, 2016

By: [Signature]

Name: Sara S. Kent

Title: PROGRAMS DIRECTOR

Coastal Environmental Rights Foundation

23 Dated: \_\_\_\_\_

By: \_\_\_\_\_

T.J. Pozda  
President & CEO  
Precision Metal Products, Inc.

26 APPROVED AS TO FORM

27 Dated: Aug 18, 2016


By: [Signature]

Livia Borak  
Coast Law Group LLP

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Attorneys for CERF

Dated: August 18, 2016

By:   
Matt O'Malley  
Attorneys for San Diego Coastkeeper

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
S. Wayne Rosenbaum  
Oppen & Varco, LLP  
Attorney for PMP

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge Thomas J. Whelan  
United States District Court Judge  
Southern District of California

Attorneys for CERF

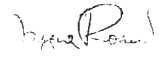
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Matt O'Malley  
Attorneys for San Diego Coastkeeper

Dated: August 19, 2016

By: \_\_\_\_\_

  
S. Wayne Rosenbaum  
Opper & Varco, LLP  
Attorney for PMP

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge Thomas J. Whelan  
United States District Court Judge  
Southern District of California

Attorneys for CERF

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Matt O'Malley  
Attorneys for San Diego Coastkeeper

Dated: \_\_\_\_\_

By: \_\_\_\_\_

S. Wayne Rosenbaum  
Opper & Varco, LLP  
Attorney for PMP

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge [XX]  
United States District Court Judge  
Southern District of California



## EXHIBIT A

### REWILD MISSION BAY- A PROJECT OF SAN DIEGO AUDUBON

[www.rewildmissionbay.org](http://www.rewildmissionbay.org)



## PROJECT PROPOSAL

August 2016

### Project Background and Vision

San Diego Audubon (SDAS) has been a **conservation leader in Mission Bay Park (MBP) for decades**. With strong grassroots support and in consideration of the MBP Master Plan, SDAS launched ReWild Mission Bay in 2014 to **enhance and restore wetland habitat** in the northeast corner of Mission Bay at the mouth of Rose Creek, contiguous with the Kendall Frost Marsh, and **expand opportunities for community access**.

### Milestones

- 1990s: SDAS volunteers intimately involved in Mission Bay Park Master Plan Updates, which now specifically calls for **wetlands restoration to improve water quality in the bay**.
- 2000s: SDAS increases conservation capacity within Mission Bay Park through on-the-ground habitat restoration at endangered species nesting sites (including the Kendall Frost Marsh).
- 2011: SDAS leads **large-scale conservation planning for Mission Bay**, involving 24 experts from 12 organizations, including City of San Diego, California Dept. of Fish and Wildlife, and others. The groups reach consensus on priority conservation actions in the bay, including wetlands restoration.
- 2014: **CA Coastal Conservancy & U.S. Fish and Wildlife Service awards SDAS \$485,000**, with written letters of support from SD Mayor Faulconer, SD Councilmember Zapf, Assemblymember Atkins, local non profits, and others.
- 2015: SDAS and partners **launch ReWild Mission Bay Feasibility Study** to develop at least three community-informed, scientifically-robust conceptual restoration plans by May 2017.

### Project Goals

1. **Restore**, enhance, and/or create estuarine habitats (intertidal mudflat, salt marsh, tidal channels, & marsh/upland ecotone) to provide ecosystem functions and services, such as water quality improvement, shoreline stabilization, carbon sequestration, resistance and resilience to climate change and associated effects, and fish & wildlife support.
2. **Protect** the existing and restored estuarine habitat and associated wildlife from detrimental anthropogenic impacts (direct and indirect) associated with surrounding development.
3. **Provide** ways for the community to engage with natural resources through access, recreation, and education

### Partners

1. Wetlands Working Group - Core team to advise overall planning process, consists of **fundors, SDAS staff, and key volunteers**
2. Science & Technical Advisory Committee- Advises on restoration ecology, existing infrastructure, regulatory compliance. Consists of **City of SD, CA Coastal Commission, Regional Water Quality Control Board**, plus others

## EXHIBIT A

### REWILD MISSION BAY- A PROJECT OF SAN DIEGO AUDUBON

[www.rewildmissionbay.org](http://www.rewildmissionbay.org)

3. Community Representative Group - On-the-ground stakeholders with whom ReWild MB wishes to engage throughout the process. Consists of **Beautiful PB, Pacific Beach Community Group, Mission Bay Gateway, Mission Bay Boat and Ski Club**, plus others

#### Feasibility Study

For the past year and a half, SDAS has been leading a team of technical consultants to conduct the first stage of ReWild Mission Bay: a Feasibility Study for the restoration of wetlands in our Study Area. This team, led by Everest International (plus sub-consultants including AECOM, Nordby Biological, and New West Land Company), is developing a set of Conceptual Restoration Alternatives that will guide the City of San Diego in implementing one of the region's most important opportunities for coastal salt marsh enhancement. This Feasibility Study includes reports on **Historical & Existing Conditions, Opportunities & Constraints, and Goals & Objectives (all completed/ near completion)**. Next steps include the development of **Draft Alternatives, Final Alternatives, and a Final Report**. The project has been underway since August 2014 and is slated for completion by May 2017.

#### Proposal/Use of Funds

If funded, money from this settlement, would support San Diego Audubon staff time for the completion of the last two subtasks of the **ReWild Mission Bay Feasibility Study, specifically Task 4.1 (Draft and Final Range of Restoration Alternatives) and 4.2 (Draft and Final Feasibility Study Report)**. After the Feasibility Study, next steps include environmental review, project approval, engineering and design, construction, and post-construction monitoring. The proposed funds would be invaluable in helping San Diego Audubon and our partners complete the full Feasibility Study by May 2017 and would help us make the vision of ReWild Mission Bay a reality.

#### Study Area

The study area (black outline) for ReWild Mission Bay includes "Restoration Focus Areas" (red outlines), which are parcels described in the **Mission Bay Park Master Plan** as opportunities for wetlands restoration. The study area also includes adjacent areas of the park that need to be considered to understand the impacts of adjacent use.

